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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 880 OF 2026
WITH
INTERIM APPLICATION NO. 6620 OF 2026
IN
APPEAL FROM ORDER NO. 880 OF 2026

Kersi Jamshed Limathwalla

Age - 73 years, residing at 3-3 Spenta, B. G.
Kher Marg, Malabar Hill, near Hanging
Gardens, Mumbai - 400 006, Maharashtra,
India

...Appellant

Versus

1. District Grand Lodge of India S.C.,
through its District Grand Secretary-Noshir
Paghdhiwala, having its office at Freemasons' Hall,
Ground Floor, Damodardas
Sukhadwalla Marg, Fort, Mumbai 400001.
Email ID: dgsec@yahoo.com

2. Grand Lodge of Antient Free and
Accepted Masons of Scotland, through
William Ramsey McGhee - Grand Master
Mason, having its office at Freemasons' Hall,
96 George Street, Edinburgh, Scotland,
EH23DH.

3. William M. S. Semple
Age - unknown, Grand Secretary,
Grand Lodge of Antient Free and Accepted Masons
of Scotland, having his office at Freemasons'
Hall, 96 George Street, Edinburgh, Scotland, EH23DH.

4. Stewart Quigley
Age - unknown, Disciplinary Chair,
Grand Lodge of Antient Free and Accepted Masons
of Scotland, having his office at Freemasons'
Hall, 96 George Street, Edinburgh, Scotland, EH23DH.

5. Supreme Grand Royal Arch Chapter of

Scotland, through its Grand Scribe E.
Douglas W. Duncan, having his office at 94A
George Street, Edinburgh, Scotland, EH23DF

...Respondents

Mr. Sharam Jagtiani Senior Advocate a/w. Mr. Karl Tamboly a/w. Mr. Shanay Shah,
Mr. Zerick Dastur, a/w. Mr. Pranav Navsaria, a/w Mr. Sangram Parab, a/w. Mr.
Ryan D'SOouza a/w. Mr. Tejas Popat a/w. Ms. Mansi Shah i/b. M/s. Pravin Mehta
and Mithi & Co. , for Appellant.

Mr. Girish Godbole Senior Advocate a/w. Mr. Prathmesh Kamat a/w. Mr. Aniket
Worlikar, for Respondents.

CORAM: AARTI SATHE, J.

DATE: 31 AUGUST 2026

PC:

1. This Appeal from Order under Order XLIII Rule 1 read with Section 104 of the Code of Civil Procedure, 1908 ('CPC') takes exception to the order dated 19th August 2026 (hereinafter referred to as 'the impugned order') passed by the learned Civil Judge, City Civil Court, Mumbai ('City Civil Court') in draft Notice of Motion in Suit no. 100749 of 2026 (hereinafter referred to as the 'suit') whereby the City Civil Court, has held as follows:

- i.** That the ad-interim order dated 6th March 2026 passed and operating in favour of the Appellant stood vacated.
- ii.** the draft notice of motion was passed by the Appellant essentially to extend the ad-interim order dated 6th March 2026
- iii.** Ad-interim order 6th March 2026 could not be continued in view of the actions taken by the Respondents on 18th August 2026 and further no relief could be granted in favour of the Appellants without giving notice to the persons who have been appointed pursuant to the Respondents action of 18th August 2026."

2. Briefly the facts are as follows: -

- i. The Respondent No.1 is an association of persons and is a District Grand Lodge of Respondent No. 2 in India. Respondent No.5 is the governing body for Holy Royal Art Freemasonry in Scotland, and the Appellant herein was a Master Mason of the Scottish Craft holding the post of District Grand Master of Respondent No.1 and was also a District Grand Superintendent of Respondent No.5.
- ii. It is the Appellant's contention that on 24th November 2025, the Appellant was illegally suspended from the Scottish Craft and was removed from the post of District Grand Master by an arbitrary suspension notice of even date. On the same date, Respondent No.5 issued a suspension notice informing the Appellant that as a result of disciplinary proceedings initiated by Respondent No.2, the Appellant was suspended from Scottish Royal Art Freemasonry and as a consequence thereof his commission as the District Grand Superintendent was withdrawn.
- iii. On 27th November 2025, post the suspension the Appellant addressed an email to Grand Master Mason of Respondent No.2 i.e. Mr. William Ramsey McGhee. However, no reply was forthcoming to the aforesaid e-mail.
- iv. On 9th February 2026, Respondent No. 4, referring to the email dated 27th November 2025 addressed by the Appellant to Grand Master Mason of Respondent No.2 i.e. Mr. William Ramsey McGhee, sought to ascertain from the Appellant whether the Appellant was still willing to resign from the Scottish Art.
- v. On 20th February 2026, the Appellant addressed a letter to Respondent No.4 in which the Appellant informed Respondent No.4 that he did not wish to resign either from the Scottish Craft or from his Commission as the District Grand

Master of Respondent No.1.

vi. On 2nd March 2026, Respondent No.4 addressed an email to the Appellant forwarding a set of documents. These documents were primarily complaints received against certain members of Respondent No.1 which were placed for consideration of Appellant.

vii. In the said documents, the Appellant was also provided the correspondence between the Appellant, Grand Master Mason of Respondent No.2 and Respondent No.4. It is the Appellant's contention that the Appellant was made aware that a meeting had been scheduled on 7th March 2026 for the purpose of appointment of District Grand Master of Respondent No.1.

viii. On 4th March 2026, the Appellant addressed a letter to Grand Master Mason of Respondent No.2, Respondent No.3 and Respondent No. 4 informing them that he had been made aware of the fact that pending his disciplinary proceedings, a meeting has been scheduled by Respondent No.1 at the instance of Respondent No.2 for the appointment of District Grand Master of Respondent No.1.

ix. It is also the Appellant's contention that the Appellant had called upon the Grand Master of Mason of Respondent No.2 and Respondent No.4 to defer the meeting scheduled for 7th March 2026, and further to defer any step/actions in relation to the process for appointment of the District Grand Master of Respondent No.1, until formal conclusion of the disciplinary proceedings against the Appellant. The aforesaid Respondents failed to respond to the request made by the Appellant.

x. On 6th March 2026, the Appellant filed Suit No. 100749 of 2026 against the Respondents before the City Civil Court along with Notice of Motion No. 102206 of 2026 seeking *inter alia* interim and ad-interim reliefs against Respondent Nos. 1 to 5 from proceeding with the meeting scheduled on 7th March 2026 until culmination of disciplinary proceedings against the Appellant. On the same date, the City Civil Court granted ad-interim reliefs in favour of the Appellants and held as follows: -

"After hearing the Adv. For the plaintiff I am of the view that defendants are acting against the principles of natural justice. The defendants are taking action against the plaintiff without giving him opportunity to defend the complaint made against him. The defendants are acting hurriedly, when the proposed meeting is scheduled on 20.04.2026. The defendants have not even provided the copy of complaint to the plaintiff. If the defendants appoint a new District Grand Master and withdraw the commission of the plaintiff in its meeting on 7.03.2026, he will be put to irreparable loss, his reputation will be damaged. This is fit case to pass temporary injunction orders against the defendants till they appear and file their reply to this Notice of Motion. Accordingly, the order.

ORDER

1. The prayer for interim reliefs in favour of the plaintiff is allowed.
2. The defendants No. 1 to 5 are hereby temporarily restrained from taking any action against the plaintiff from appointing new district grand master and withdrawal of his commission till they appear and file their reply to the Notice of Motion.
3. Issue notice to the defendants why this order should not be confirmed till the decision of the Notice of Motion.
4. The plaintiff to comply the provision of Order 39 to Rule-3 of the CPC.
5. The suit be registered as per rules. Suit be sent to Board Department."

xi. Thereafter the copy of the aforesaid suit, Notice of Motion No. 102206 of 2026 and ad-interim order was served upon the Respondents, and the Respondent Nos. 1 to 5 being aggrieved by the aforesaid order filed Appeal from Order No.313 of 2026 before this Court which is pending adjudication.

xii. The suit and Notice of Motion No.102206 of 2026 was listed before the City Civil Court on 9th April 2026 where no appearance on behalf of the Respondents was made. On 17th August 2026, the suit and Notice of Motion

No.102206 of 2026 was again listed before the City Civil Court whereat Respondent Nos. 1 to 5 entered their appearances, filed their vakalatnama, and tendered their respective affidavit-in-reply. It is the Appellant's contention that submission was made on behalf of Respondent Nos. 1 to 5 that in view of the operation of the ad-interim order, grave prejudice has been caused to the Respondents, and hence the hearing of the Notice of Motion No. 102206 of 2026 which was pending adjudication be expedited.

xiii. It is on the same date that the affidavit-in-reply of Respondent Nos.1 to 5 which was affirmed as far back as 20th April 2026 was filed for the first time before the City Civil Court. The City Civil Court therefore adjourned the hearing of Notice of Motion No. 102206 of 2026 to 23rd September 2026.

xiv. It is the Appellant's contention that due to inadvertence on the part of the Junior Advocate representing the Appellant, a specific request was not made before the City Civil Court on 17th August 2026 recording/continuing the operation of the ad-interim order until the next date of hearing.

xv. In the meantime, on 17th August 2026, Respondent No.5 by letter of even date appointed a new District Grand Superintendent of the District Grand Chapter of India. Similarly, on 18th August 2026, a letter was addressed by Respondent No.1 of even date appointing a new District Grand Master of the District Grand lodge of India with retrospective effect from 17th August 2026.

xvi. On 19th August 2026, the Appellant mentioned the suit and the draft Notice of Motion before the City Civil Court and made a request that the ad-interim relief should continue in favour of the Appellant from 17th August 2026 till

date. On the same date i.e. 19th August 2026, Respondent No.3 forwarded a copy of the purported order passed by the Disciplinary Committee to the Appellant informing him of his expulsion from the Scottish Craft.

xvii. The Appellant also filed a fresh draft Notice of Motion against the Respondents seeking the following reliefs: -

"(a) Pending hearing and final disposal of the present suit, this Hon'ble Court be pleased to declare that the ad-interim reliefs granted by the Order dated 6th March 2026 continues to operate at least until 23rd September 2026;
(b) Pending hearing and final disposal of the present suit, Defendant Nos.1 to 5 be restrained from taking further steps pursuant to, acting upon, giving effect to or implementing the letters dated 17th and 18th August 2026;
(c) this Hon'ble Court be pleased to pass ad-interim reliefs in terms of prayer clause (a) and (b);"

xviii. The Respondent No.1 filed a limited affidavit-in-reply of the newly appointed District Grand Master of Respondent No.1 to the aforesaid draft Notice of Motion.

xix. The City Civil Court by order dated 19th August 2026, dismissed this draft Notice of Motion filed by the Appellant on the ground that the ad-interim relief granted earlier by order dated 6th March 2026 could not be granted to the Appellant since another person had been appointed as the District Grand Master and therefore the question of continuing the ad-interim relief did not arise at all. It was also held that in respect of the prayers of the Appellant that no effect is to be given to letters dated 17th August 2026 and 18th August 2026 of the Respondents it was held that considering that another person had been appointed as the District Grand Master and since the said person was neither a party before the City Civil Court nor was added as a party to the suit, granting of ad-interim relief could affect the right which arises in his favour, that too without his fault and without giving

opportunity of being heard which as per the City Civil Court was not permissible. In view thereof, the Notice of Motion came to be rejected.

xx. It is being aggrieved by this order dated 19th August 2026 that the Appellant has filed the present Appeal from Order.

3. Mr. Sharan Jagtiani, Senior Advocate along with Mr. Karl Tamboly, Mr. Shanay Shah, Mr. Zerik Dastur, Mr. Pranav Navsavia, Mr. Sangram Parab, Mr. Ryan D'souza, Mr. Tejas Popat, Ms. Mansi Shah instructed by M/s. Pravin Mehta and Mithi & Co. appeared on behalf of the Appellant. Mr. Girish Godbole, Senior Advocate along with Mr. Prathamesh Kamat, Mr. Aniket Worlikar appeared on behalf of the Respondents.

4. It is submitted on behalf of the Appellant by learned Senior Counsel Mr. Sharan Jagtiani that the impugned order has not taken into cognizance the order dated 6th March 2026 passed earlier by the City Civil Court which specifically granted protection to the Appellant. He submitted that the Appeal from Order No. 313 of 2026 against the order dated 6th March 2026 filed by the Respondents is pending adjudication before this Court, however, the order dated 6th March 2026 categorically held that the interim reliefs in favour of the Appellant was allowed and further that the Respondents were temporarily restrained from taking any action against the Appellant by appointing a new District Grand Master and withdrawal of his commission till they appear and file their reply to the Notice of Motion.

5. He further submitted that by way of the said order, it was categorically held that the Respondents be issued notice as to why the order dated 6th March 2026

should not be confirmed till the decision of Notice of Motion No. 102206 of 2026 and hence steps were to be taken by the Appellant to comply with the provisions of Order XXXIX Rule 3 of the CPC. The necessary steps were taken by the Appellant, and it is his submission that for a long period of time from March 2026 up until 17th August 2026, no reply to the Notice of Motion No. 102206 of 2026 was filed by the Respondents. He therefore submitted that the order dated 6th March 2026 continued to grant protection to the Appellant and the same could not be automatically vacated once the Respondents tendered the reply and marked their appearance on 17th August 2026. In fact, it is his submission that the Respondents for a long period of time had not filed a reply to the Notice of Motion No. 102206 of 2026 and the impugned order vacating the aforesaid protection had misread the order dated 6th March 2026 to mean that once the Respondents file their reply to the Notice of Motion No. 102206 of 2026, the ad-interim reliefs automatically stand vacated.

6. He submitted that the City Civil Court erred in law in treating the ad-interim order as automatically being vacated without following the mandate of Order XXXIX Rule 4 of the CPC. He further submitted that Order XXXIX Rule 4 of the CPC stipulates that where any party is dissatisfied with an order granting an injunction, an application may be made to the Court for the discharge, variation or setting aside of such order. Such discharge, variation or setting aside requires a judicial order, for which the Court is required to record its reasons. The injunction, therefore, cannot be deemed to have been automatically vacated in the absence of such an order.

7. He further submitted that Order XXXIX Rule 3(A) of the CPC is a provision which is a procedural requirement wherein it has been mandated that an endeavor may be made to dispose of an injunction application within 30 days from the date on which the injunction was granted and where the Court was unable to do so, the Court to write reason for its unavailability. He submitted that this provision is a procedural requirement and mere non disposal of an injunction application by the City Civil Court within time period of 30 days could not be a ground for extinguishing or vacating the ad-interim reliefs granted. He therefore submitted that the impugned order has failed to take into consideration these relevant factors and has proceeded on a misinterpretation of the facts and law.

8. He further submitted that the appointments of the new District Grand Master and the Grand Superintendent on 17th August 2026 and 18th August 2026 were undertaken in breach of and in the teeth of the order dated 6th March 2026 by which the ad-interim relief was granted in favour of the Appellant. He submitted that such hasty action on part of the Respondents immediately after the hearing on 17th August 2026 and before the Notice of Motion could be heard on 23rd September 2026 smacks off malafide conduct on part of Respondents which is in breach of order dated 6th March 2026 passed by the City Civil Court by granting protection to the Appellant. He submitted that the Respondents could not be permitted to take advantage of the inadvertent omission on the part of the Appellant's Junior Advocate to expressly seek, on 17th August 2026, a formal order recording the continuation of the ad-interim order. Such an omission could not amount to a waiver or abandonment of the protection already granted and

considering that the Notice of Motion No. 102206 of 2026 was kept for final hearing on 23rd September 2026, the Respondents could not in the interregnum take steps designed to defeat the subject matter of the Notice of Motion No. 102206 of 2026.

9. He further submitted that the purpose of an interim and ad-interim relief is to preserve the subject matter of litigation and prevent the proceedings from being defeated by unilateral acts of party, however, the subsequent actions of Respondents on 17th August 2026 and 18th August 2026 of appointing District Grandmaster and Grand Superintendent of District Grand Chapter have defeated the entire purpose for which the injunction was sought by the Appellant. He also submitted that the City Civil Court erred in holding that no interim relief could be granted without impleading the persons who had been appointed by the Respondents on 17th August 2026 and 18th August 2026, inasmuch as, when the ad-interim protection was operating in favour of the Appellant, the subsequent actions of making such appointments itself was bad in law, and hence the non-joinder of the aforesaid parties could not be used to legitimize or give effect to action prima facie taken in breach of ad-interim orders. He sought to place reliance on the decision of **Manohar Lal (dead) by LRS. Vs. Ugrasen (dead) and Ors.**¹ & **H.G. Vajra Shree Vs. State of Karnataka & Ors.**² to contend that the action subsequent to passing of an interim order in its disobedience would be illegal and the subsequent action would be a nullity. He therefore submitted that the actions of the Respondents in making the new appointments on 17th August 2026 and 18th

1 (2010) 11 SCC 557

2 1996 (3) L.L.N. 1

August 2026 in contravention of the ad-interim order dated 6th March 2026 were actions which were illegal and in nullity.

10. He also sought to place reliance on the full bench decision of the Supreme Court in the case of **High Court Bar Association, Allahabad Vs. State of Uttar Pradesh & Ors.**³ to contend that Court should vacate interim orders only after hearing affected parties and after applying its mind and not in a mechanical manner. On his submission that the third party need not be made a party where an interim order was passed and a status quo was to be maintained, he sought to place reliance on the decision of **Balwantbhai Somabhai Bhandari Vs. Hiralal Somabhai Contractor (Deceased) represented by LRS & Ors.**⁴.

11. *Per contra*, learned Senior Counsel Mr. Godbole on behalf of the Respondents submitted that the Appeal from Order filed by the Appellant deserves to be dismissed inasmuch as, by order dated 17th August 2026 the ad-interim relief operating in favour of the Appellant came to an end as there was no further extension of the ad-interim relief. He further submitted that therefore the impugned order had rightly been passed and required no interference. The primary thrust of his contention was that the ad-interim order dated 6th March 2026 which was operating in favour of the Appellant stood vacated considering the very operative portion of the order dated 6th March 2026.

12. He therefore sought to contend that on a reading of the aforesaid operative order it would be clear that the injunction granted in favour of the Appellant would operate till the date the Respondents appeared and filed their reply to the

3 (2024) 6 SCC 267

4 (2023) 17 SCC 545

Notice of Motion No. 102206 of 2026. He therefore submitted that in the facts of the present case on 17th August 2026 as directed by the order dated 6th March 2026, the Respondents filed their reply and appeared in the said proceedings without there being extension of ad-interim reliefs by the City Civil Court, and that by itself would amount to the vacation of the ad-interim relief granted in favour of the Appellant. He submitted that the submission as sought to be made by the Appellant that the non-mentioning of extension of ad-interim relief and simpliciter adjourning the matter to 23rd September 2026, would amount to continuation of the ad-interim relief is an anomalous contention which the Appellant seeks to canvass before this Court. He submitted that if the Court was to accept this contention of the Appellant the same would result in a very hazardous situation, inasmuch as, every ad-interim order which does not get extended by the Court specifically would operate indefinitely without the same being extended. He therefore submitted that the contention of the Appellant to construe the order dated 17th August 2026, and the consequent impugned order dated 19th August 2026 to be a continuation of the ad-interim relief is an argument which deserves to be rejected.

13. He also sought to contend that an Appeal from Order No. 313 of 2026 filed by the Respondents against the order dated 6th March 2026 is also pending consideration before this Court. It was therefore his contention that once the order dated 6th March 2026 is the subject matter of challenge before this Court in a separate proceeding then the reliefs as prayed by the Appellant in the present Appeal from Order would be inconsequential.

14. He further submitted that the Appellant themselves were well aware that the ad-interim order needs to be extended, inasmuch as, in their pleadings, specifically in grounds 3.19 and 3.21, the Appellant themselves have pleaded that it was on account of the inadvertent omission of the Junior Advocate on behalf of the Appellant that a specific request was not made before the City Civil Court on 17th August 2026 for recording/continuing the operation of the ad-interim relief granted by the order dated 6th March 2026 until the next date of hearing. He therefore submitted that the Appellants themselves were aware that a specific order was required to be passed by the City Civil Court extending the ad-interim reliefs which was not done in the facts of the present case, and hence for the Appellants now to challenge that order and the impugned order would be a contradictory position sought to be taken by the Appellants in the present case. He further submitted that the subsequent events of 17th August 2026 and 18th August 2026 whereby a new District Grand Master and a new Grand Superintendent of District Grand Chapter of India were appointed were not relevant factors to decide whether the ad-interim relief in the present suit continues inasmuch as, the Appellant was well aware that he was removed from the aforesaid post way back in November 2025. It was therefore his submission that the Appellant could not now be prejudicially affected on account of these actions of 17th August 2026 and 18th August 2026.

15. He also submitted that if this Court was to take the view that the ad-interim relief would continue without the same being specifically extended would give a handle to the Appellant to not register or number the draft Notice of Motion and

in fact it was his vehement contention that the order dated 6th March 2026 was an order which was obtained *ex parte* without representing the full facts to the City Civil Court. He submitted that placing any other view other than the one which he sought to canvass would result in unintended consequences in the larger scheme of things. He sought to place reliance on decisions of Allahabad High Court in **State of U.P. through Special Secretary Shiksha Anubhag IX, Govt. of U.P., Lucknow & Ors. Vs. Committee of Management, D.A.V. Inter College, Mahoba through its Manager & Anr.**⁵ and the decision of this Court in **Govinda Bhagoji Kamable & Ors. Vs. Sadu Bapu Kamable & Ors.**⁶ to submit that if an ad-interim order was operative upto a particular date technically that order shall not remain operative thereafter. It was his submission that in the case of **State of UP through Special Secretary Shiksha Anubhag IX, Govt. of U.P., Lucknow & Ors.** (supra) it has been held that once an interim order has been passed for a limited period, the same would not continue automatically if for one or the other reason the case could not be taken up by the Court and only would get extended if the Court specifically passes an order extending the same. He further submitted that in the case of **Govinda Bhagoji Kamable & Ors.** (supra), the expression “*in the meanwhile*” was to be construed to mean that the said order would continue only till the date the Court had granted ad-interim/interim reliefs. He therefore submitted that the order of 17th August 2026 and consequent impugned order dated 19th August 2026 had been passed correctly and the Appellant could not contend that the actions taken post the aforesaid orders are invalid or not legal.

5 2009 SCC OnLine All 335

6 2005 (1) Mh.L.J. 651

16. The contentions as advanced by learned Senior Counsel on behalf of the Respondents therefore can be summarised as follows:

(a) That the order dated 6th March 2026 was a limited *ex parte* ad-interim order and did not continue beyond the happening of the event stipulated therein, namely, the filing of the reply by the Respondents to the Notice of Motion No. 102206 of 2026. That the operative part of the order, when read with the preceding observations of the City Civil Court, leaves no ambiguity that the injunction was intended to subsist only until the Respondents filed their reply.

(b) That the Appellant's reliance upon clauses 2 and 3 of the operative portion of the order, where in clause 3 it merely directs issuance of notice, does not have the effect of extending or otherwise altering the duration of the interim relief granted under clause 2. According to him, clause 3 cannot be construed as providing for the automatic continuation of the ad-interim order beyond the event specified in clause 2.

(c) That the true import of the order dated 6th March 2026 has to be gathered from the four lines preceding the operative portion as well as clause 2 thereof. On such a reading, the City Civil Court intended the interim protection to operate only until the Respondents appeared and filed their reply to the Notice of Motion No. 102206 of 2026. Upon the occurrence of that event, the interim order came to an end, and any further continuation thereof required an express order of the Court.

(d) That, further if the City Civil Court intended the interim order to continue until the hearing of the Notice of Motion No. 102206 of 2026, until further

orders, or until any other subsequent event, it could have expressly so provided. The absence of words such as “until further orders”, “until the hearing of the Notice of Motion” or “in the meantime” assumes significance while determining the duration of the interim relief.

(e) That an interpretation whereby the order is construed as continuing beyond the filing of the reply would effectively amount to adding words to, or rewriting, the order passed by the City Civil Court.

(f) That where an interim order is expressed to operate until a particular date or until the happening of a specified event, its operation comes to an end upon the arrival of that date or the occurrence of that event, unless the Court subsequently extends or continues the order. The intention of the Court granting the interim relief, has to be gathered from the language employed in the order itself.

(g) It was also contended that the Appellant's contention that the principles laid down in the judgments relied upon by the Respondents would apply only where an interim order is made operative up to a specific calendar date, and not where it is made operative until the happening of an event, is misconceived. According to him, there is no distinction in principle between an order made operative until a specified date and one made operative until the occurrence of a specified event. In either case, once the stipulated date arrives or the specified event occurs, the interim order ceases to operate unless it is extended by a subsequent order of the Court. It was also submitted that the specified event was the filing of the reply to the Notice of Motion by the Respondents. Since the order dated 6th March 2026 expressly provided that the restraint would operate “till they appear and file their

reply to the Notice of Motion”, the filing of the reply brought the operation of the interim order to an end.

(h) That the mere fact that the Notice of Motion No. 102206 of 2026 remained pending did not result in the automatic continuation of the ad-interim relief. The Appellant was at liberty to seek continuation of the interim order before the City Civil Court on 17th August 2026, but, having failed to obtain such continuation, the order dated 6th March 2026 could not, be treated as having automatically revived or continued thereafter.

17. Learned Counsel on behalf of Appellant, in rejoinder submitted that the contentions as sought to be advanced by learned counsel on behalf of the Respondent cannot be accepted in view of the fact that the order dated 17th August 2026 had simply adjourned the matter to the next date i.e. 23rd September 2026 and the mere inadvertence on part of Junior Advocate appearing for the Appellant to extend the ad-interim relief could not be construed as an abandonment, waiver or relinquishment by the Appellant for the protection granted under order dated 6th March 2026. In fact, he has submitted that taking advantage of this inadvertent omission/error subsequent decisions have been taken by the Respondent by appointing certain other individuals to the post of District Grand Master and to the post of Grand Superintendent of the District Grand Chapter of India without even supplying a copy of minutes to the Appellant of the meeting that was held making the aforesaid appointments. He has further submitted that in the facts of the present case the ad-interim order giving protection to the Appellant was not given upto a particular date and infact the operative part of the order dated 6th March

2026 had stipulated conditions upto which time the ad-interim protection was to be continued to the Appellant. It was his submission that the injunction was granted to the Appellant till the Respondents appear and file their reply to the Notice of Motion No. 102206 of 2026, and further till a final decision was passed in the Notice of Motion No. 102206 of 2026 which was pending hearing confirming the order dated 6th March 2026. It was therefore his submission that there was no returnable date in the order dated 6th March 2026 which sought to specify upto which date the ad-interim relief was granted to the Appellant, and post that it could not be construed that the ad-interim relief stood vacated as the same was not specifically extended by the City Civil Court. It was his submission that in fact the conditions were very clear in the operative part of the order dated 6th March 2026 that it was only upon the filing of the reply and the Respondents entering appearance and further till final adjudication of the Notice of Motion that the ad-interim relief would operate in favour of the Appellant. He also sought to distinguish the decisions on which learned counsel on behalf of the Respondent sought to place reliance upon to contend that those decisions categorically provided that the ad-interim orders would stand vacated after the returnable date, if not extended specifically by the Court which was not the situation in the present facts of the case. He therefore submitted that in the facts of the present case the onus was on the Respondents to satisfy the City Civil Court that the injunction granted in favour of the Appellant needed to be vacated and that onus had to be discharged on the filing of the reply and the final adjudication of the Notice of Motion No. 102206 of 2026 which is pending adjudication before the City Civil

Court. He further submitted that the actions of the Respondents of replacing the Appellant with other people on the posts of District Grand Master and Grand Superintendent of the District Grand Chapter of India are surreptitious actions and the Respondents have tried to steal a march by misinterpreting the order of the City Civil Court. He submitted that the ad-interim relief granted to the Appellant was not a date specific ad-interim relief but an event specific ad-interim relief and the ad-interim relief could not be vacated only because the same was not extended by the City Civil Court in specific terms inasmuch as, the operative portion of the order dated 6th March 2026 categorically held that upon final adjudication of the Notice of Motion No. 102206 of 2026 wherein the parties can demonstrate as to why the injunction granted by order dated 6th March 2026 ought to be vacated. It is in these circumstances that he submitted that the Appeal from Order deserves to succeed and the impugned order dated 19th August 2026 ought to be set aside.

ANALYSIS AND FINDINGS

18. I have considered the rival contentions of the parties and perused the impugned orders along with relevant documents. At the very outset since the controversy in the present appeal is in respect of whether in the absence of extension of the ad-interim relief granted by the order dated 6th March 2026 passed by the City Civil Court the same would amount to the ad-interim relief not being granted/vacated. It would be pertinent to examine the operative part of the order dated 6th March 2026.

19. On a plain reading of the operative part of the order dated 6th March 2026 as reproduced in paragraph 2(x) above, it is clear that the order specifically granted

protection to the Appellant till the Respondents appear and file reply to the Notice of Motion No. 102206 of 2026 and further directed that the notice be issued to the Respondents as to why the order dated 6th March 2026 should not be confirmed till the decision of the Notice of Motion No. 102206 of 2026. The order also directed that the Appellants were to comply with the provisions of Order XXXIX Rule 3 of the CPC and the suit was to be registered as per the rules of the City Civil Court. It is therefore clear that the said order did not specify a particular/returnable date till which date the ad-interim relief was to operate insofar as the Appellant was concerned. The direction given in clause 2 and 3 of the operative part of the order dated 6th March 2026 is to be read conjointly and cannot be taken to mean that the ad-interim relief would automatically stand vacated the moment the Respondent enters appearance and files reply to the Notice of Motion No. 102206 of 2026, considering that the adjudication on vacation of the said order was still pending before the City Civil Court. Though it is an admitted position that there was inadvertence on the part of Junior Advocate of the Appellant to ask for specific extension of ad-interim order, the same to my mind cannot amount to an automatic vacation of the ad-interim order in the present case as there was no returnable/specific date given upto which the ad-interim relief was to operate upto. Therefore, I am in agreement with contention as canvassed by learned counsel on behalf of Appellant that in the facts of the present case the ad-interim order was not a date specific but an event specific order and to place an interpretation otherwise than that would result in vacating the ad-interim injunction without adjudicating the rival contentions of the parties prior to such

vacation. Further, it has been held by the Supreme Court in various cases that a litigant should not suffer on account of inadvertence or negligence on part of his/her advocate.⁷ The inadvertence on part of the junior advocate in the facts of the present case to not pray for continuance of ad-interim relief cannot be used to the disadvantage of the Appellant.

20. I am also in agreement with the contention as raised by Learned Counsel on behalf of the Appellant that the order dated 6th March 2026 was not an order which would end simply by efflux of time or on the mere filing of a reply to the Notice of Motion No. 102206 of 2026 which was pending adjudication. This to my mind could not have been the purport or reading of the operative portion of the order and the automatic vacation of a protection/injunction granted by the City Civil Court without adjudication of the rights of the parties would not be the correct approach, which is sought to be done by way of order dated 17th August 2026 and consequent impugned order dated 19th August 2026. I am further of the view that the impugned order dated 19th August 2026 has erroneously refused to grant the ad-interim relief to the Appellant only on the ground that some other persons have been appointed on the post of District Grand Master and Grand Superintendent of the District Grand Chapter of India by letters dated 17th and 18th August 2026, and hence the continuation of ad-interim relief would affect the rights of the parties who have been appointed without being heard, inasmuch as, those parties are not parties to the suit and also the final rights of the Appellant in the present appeal, have yet not been adjudicated upon. This finding to my mind

⁷ Rafiq v. Munshilal, (1981) 2 SCC 788

would completely defeat the right of the Appellant and would render the adjudication of the Notice of Motion No. 102206 of 2026 as an exercise in futility. The reliance placed by Learned counsel on behalf of the Appellant on the decision of **Balwantbhai Somabhai Bhandari** (supra) is apposite to the facts of the present case wherein it has been held that a third party (purchasers) need not be made a party where an interim order was passed and a status quo was maintained, then in contempt proceedings the third party (purchasers) were not required to be made parties. The relevant paragraphs of the aforesaid decision are reproduced below –

91. We now proceed to answer the question whether the clients of Mr Shyam Divan i.e. purchasers should have been impleaded as party respondents in the contempt proceedings before the High Court and whether they should have been heard before passing the final order.

92. In *Satyabrata Biswas*⁴⁶, it was held that no person can gain an advantage in derogation of rights of the parties. In the said matter an order was passed, directing the parties to maintain status quo with respect to the disputed property. The appellant therein however, acted in contempt and created a sub-tenancy in favour of one Somani Builders, who was not made a party to the contempt proceedings before the High Court. Somani Builders contended that they should have been made a party to the proceedings as they possessed a right in the disputed property. This Court rejected the said contention and observed as under : (SCC p. 276, para 23)

"23. ... It is no use contending as Mr Chidambaram, learned counsel for the respondents does, that there was a bar to such a sub-lease under the terms of the status quo order. It has the effect of violating the preservation of status of the property. This will all the more be so when this is done without the leave of the court to disturb the state of things as they then stood. It would amount to violation of the order. The principle contained in the maxim "actus curiae neminem gravabit" has no application at all to the facts of this case when in violation of status quo order a sub-tenancy has been created. Equally, the contention that even a trespasser cannot be evicted without recourse to law is without merit, because the state of affairs in relation to property as on 15-9-1988 is what the court is concerned with. Such an order cannot be circumvented by parties with impunity and expect the court to confer its blessings. It does not matter that to the contempt proceedings Somani Builders was not a party. It cannot gain an advantage in derogation of the rights of the parties, who were litigating originally. If the right of sub-tenancy is recognised, how is status quo as of 15-9-1988 maintained? Hence, the grant of sub-lease is contrary to the order of status quo. Any act done in the teeth of the order of status quo is clearly illegal. All actions including the grant of sub-lease are clearly illegal."

(emphasis in original and supplied)

93. The Division Bench of the Gujarat High Court while referring to *Satyabrata Biswas*⁴⁶ referred to above *Mafatlal Industries Ltd., In re*⁵³,

observed as under:

"71. It is of the essence of the rule of law that everyone within the society is governed by the rule of law and should consider himself bound by and obey the rule of law. It is fundamental to the system of polity that India has adopted and which is embodied in the Constitution that the courts of the land are vested with the powers of interpreting the law and of applying it to the facts of the cases which are properly brought before them. When once an order has been passed which the court has jurisdiction to pass, it is the duty of all persons bound by it to obey the order so long as it stands, and it would tend to the subversion of orderly administration and civil government, if parties could disobey orders with impunity. If disobedience could go unchecked, it would result in orders of courts ceasing to have any meaning and judicial power itself becoming a mockery. The right cannot be doubted that the court is empowered by the statute to issue injunction against the defendant in appropriate cases in such terms as the court thinks proper. Machinery has been provided to penalise the person who disobeys the order which is binding on the person enjoined as a part of the fundamental rule of law which governs equity. The further question that is required to be considered is whether the act itself committed in breach of the order remains unscathed. In our opinion, taking the view that such a transaction in all circumstances irrespective of binding circumstance or nature of the order does not affect the transaction would be encouraging breach of the injunction order by any person venturing to suffer penalty and would result in cutting at the very roots of the effective nature of the orders and attainment of the object for which the courts exist and exercise judicial power.

* * * * *

73. From the above, it is clear that apart from countenancing the proceedings for contempt for breach of the injunction, the apex court permitted the action to be taken for eviction of the sub-tenant inducted in possession contrary to the injunction order by declaring the consequence of creation of sub-tenancy in breach of the injunction order itself to be illegal conferring no right on the subtenant to remain in possession. This clear pronouncement of the apex court fortifies the conclusion which we have reached and plea of the company that, in no circumstances, the transaction carried on in breach of the injunction order can be held to be void, cannot be sustained."

(emphasis supplied)

94. In *Surjit Singh v. Harbans Singh*⁵⁴, this Court considered the question whether a person to whom the suit property is alienated after passing of the preliminary decree by the trial court, which had restrained the parties from alienating or otherwise transferring the suit property, has the right to be impleaded as a party. The trial court accepted the application filed by the transferees and the order of the trial court was confirmed by the lower appellate court and the High Court. While allowing the appeal against the order of the High Court, this Court observed : (SCC p. 52, para 4) against the order of the High Court, his Court

"4. ... In defiance of the restraint order, the alienation/assignment was made. If we were to let it go as such, it would defeat the ends of justice and the prevalent public policy. When the Court intends a particular state of affairs to exist while it is in seisin of a lis, that state of affairs is not only required to be maintained, but it is presumed to exist till the Court orders otherwise. The Court, in these circumstances has the duty, as also the right, to treat the alienation/assignment as having not taken place at all for its purposes. Once

that is so, Pritam Singh and his assignees, respondents herein, cannot claim to be impleaded as parties on the basis of assignment. Therefore, the assignees-respondents could not have been impleaded by the trial court as parties to the suit, in disobedience of its orders."

(emphasis supplied)

95. In *Sarvinder Singh v. Dalip Singh*⁵⁵, this Court considered the question whether the respondent therein who had purchased the property during the pendency of a suit for declaration filed by the appellant on the basis of a registered will executed by his mother was entitled to be impleaded as party and observed : (SCC pp. 541-42, paras 5-6)

"5. ... The respondents indisputably cannot challenge the legality or the validity of the will executed and registered by Hira Devi on 26-5-1952. Though it may be open to the legal heirs of Rajender Kaur, who was a party to the earlier suit, to resist the claim on any legally available or tenable grounds, those grounds are not available to the respondents. Under those circumstances, the respondents cannot, by any stretch of imagination, be said to be either necessary or proper parties to the suit. A necessary party is one whose presence is absolutely necessary and without whose presence the issue cannot effectually and completely be adjudicated upon and decided between the parties. A proper party is one whose presence would be necessary to effectually and completely adjudicate upon the disputes. In either case the respondents cannot be said to be either necessary or proper parties to the suit in which the primary relief was found on the basis of the registered will executed by the appellant's mother, Smt Hira Devi. Moreover, admittedly the respondents claimed right, title and interest pursuant to the registered sale deeds said to have been executed by the defendants-heirs of Rajender Kaur on 2-12-1991 and 12-12-1991, pending suit.

6. Section 52 of the Transfer of Property Act envisages that:

'During the pendency in any court having authority within the limits of India... of any suit or proceeding which is not collusive and in which any right to immovable property is directly and specifically in question, the property cannot be transferred or otherwise dealt with by any party to the suit or proceeding so as to affect the rights of any other party thereto under the decree or order which may be made therein, except under the authority of the court and on such terms as it may impose!'

It would, therefore, be clear that the defendants in the suit were prohibited by operation of Section 52 to deal with the property and could not transfer or otherwise deal with it in any way affecting the rights of the appellant except with the order or authority of the court. Admittedly, the authority or order of the court had not been obtained for alienation of those properties. Therefore, the alienation obviously would be hit by the doctrine of *lis pendens* by operation of Section 52. Under these circumstances, the respondents cannot be considered to be either necessary or proper parties to the suit."

96. This Court in *Bibi Zubaida Khatoon v. Nabi Hassan Saheb*⁵⁶, was called upon to consider whether the High Court's order, which had declined to interfere with the order passed by the trial court dismissing the applications filed by the appellant for impleadment as party to the cross-suits of which one was filed for redemption of mortgage and the other was filed for specific performance of the agreement for sale, was correct. While dismissing the appeal, this Court referred to the judgments in *Sarvinder Singh*^S and *Dhurandhar Prasad Singh v. Jai Prakash University*, and observed that : (*Bibi Zubaida Khatoon case*⁵⁶, SCC p. 193, para 10)

"10... There is no absolute rule that the transferee pendente lite without leave of the court should in all cases be allowed to join and contest the

pending suits."

(emphasis supplied)

97. We may also be pertinent to refer to and rely upon the decision in D.N. Taneja v. Bhajan Lal, whereunder it was held that in contempt proceedings there are only two parties i.e. the court and the contemnor. This Court held as under: (SCC p. 32, para 12)

"12.... A contempt is a matter between the court and the alleged contemnor. Any person who moves the machinery of the court for contempt only brings to the notice of the court certain facts constituting contempt of court. After furnishing such information he may still assist the court, but it must always be borne in mind that in a contempt proceeding there are only two parties, namely, the court and the contemnor. It may be one of the reasons which weighed with the legislature in not conferring any right of appeal on the petitioner for contempt. The aggrieved party under Section 19(1) can only be the contemnor who has been punished for contempt of court."

(emphasis supplied)

98. Thus, from the aforesaid, it is evident that it was not necessary for the High Court to implead the purchasers in the contempt proceedings. In fact, we may go to the extent of observing having regard to the facts of the case that the purchasers were quietly watching the proceedings. It is not as if they were not aware of what was happening however, when things went wrong, they now cry foul of not being impleaded as parties and heard by the High Court. We are also not prepared to believe that even while the sale transactions were being effected they were not aware of the undertaking given before the High Court that the properties would not be sold till the final disposal of the main matter.

(emphasis supplied)

21. I am further of the view that a rather hyper-technical argument which is sought to be raised by the Learned counsel for the Respondent that in the facts of the present case if the ad-interim order dated 6th March 2026 was to continue without any extension, then the Appellant would not take steps to register the draft Notice of Motion and serve it upon the Respondent and continue enjoying the ad-interim protection dated 6th March 2026 ought to be rejected, inasmuch as, the order dated 6th March 2026 itself had directed the Appellant to comply with the provisions of Order XXXIX Rule 3 of the CPC and also that the suit would be registered as per the rules of the City Civil Court. This to my mind cannot be an argument raised to contend that the ad-interim relief continued only till the date when reply was filed by the Respondent to the Notice of Motion No. 102206 of 2026 and appearance was entered by the Respondent and there was no

requirement of adjudication of Notice of Motion No. 102206 of 2026 to confirm the order dated 6th March 2026. I am further of the view that the decisions as sought to be relied upon learned counsel on behalf of the Respondent in case of **State of U.P. through Special Secretary Shiksha Anubhag IX, Govt. of U.P., Lucknow & Ors.** (supra) and **Govinda Bhagoji Kamable & Ors.** (supra) would not help advance the argument as sought to be made by the Respondent inasmuch as, in both the cases the ad-interim relief was to operate upto a particular date and since the same was not extended thereafter it stood vacated. In fact, the decision of **Govinda Bhagoji Kamable & Ors.** (supra) would not assist the Respondent at all, inasmuch as, in the said case this Court has categorically held that to interpret the term “*in the meanwhile*”, the said relief continues to operate until the event of hearing of the application. It was also held that the order cannot be held to mean that the interim relief is operative only till the returnable date of the notice. This decision to my mind in fact would assist the view as sought to be taken by this Court to mean that in the facts of the present case as there was no returnable date mentioned in the order dated 6th March 2026 the ad-interim relief would continue till the adjudication of the Notice of Motion. The relevant paragraph of the aforesaid decision is reproduced below:

15. In view of this controversy, the question is whether the possession should be restored to the Appellants. Before I consider this question, it is necessary to consider the main controversy whether the stay granted by this Court was operative only till the returnable date i.e. 9th December, 2002, or it was 'to continue' till disposal of the Civil Application or till further orders. The first part of the order records that the notice is issued to the Respondents and 9th December, 2002 is fixed as the returnable date of the notice. From the plain reading of the order, it is very clear that the order of ad-interim stay was not limited to any particular date. The first part of the order directs issuance of the notice to the Respondents and it is ordered to be made returnable on a particular date. It is further stated that in the meanwhile ad-interim ex parte relief is granted. It is crystal clear from the order that the intention of this Court

was to issue notice and to grant stay in the meanwhile. The phrase "in the meanwhile" is used in the order granting stay. The dictionary meaning of the word meanwhile is "till happening of a particular event" or "until something expected happens". When the stay was to be operative in the meanwhile, it was to operate upto happening of a particular event. The said event was hearing of the application after service of notice to the Respondents. Whenever this Court intends to grant ad-interim relief limited to a particular date, it is always mentioned in the order very specifically that the ad-interim relief will be operative till a particular date. When this Court issued notice and granted ad-interim relief in the meanwhile, it was obviously intended that the ad-interim relief will operate till the application was heard by this Court after service of notice. When this Court makes notice returnable on a particular date, it cannot be argued that the date mentioned in the notice is the date on which the application will be positively heard. The returnable date mentioned in the order is the returnable date fixed for the notice. It is a date fixed for appearance of the parties. It is not necessary that on the returnable date fixed by this Court, the case appears on the Board. When this Court issued notice to the Respondents and granted ad-interim relief "in the meanwhile", it is obvious that the ad-interim relief was to operate till the Court heard the parties on the basis of the notice issued or till order of stay was specifically vacated by this Court. Whenever, the Court intends that the ad-interim relief will operate till the returnable date, it is specifically mentioned in the order that ad-interim relief will operate upto a specific date or till the returnable date of notice. When ad-interim relief is granted "in the meanwhile" after issuance of notice to the Contesting Party, the said relief continues to operate until the event of hearing of the Application. The order cannot be read to mean that the interim relief is operative only till the returnable date of the notice.

(emphasis supplied)

22. I am further of the view that the decisions as relied upon by learned counsel for Appellant are apposite to the facts of the present case. Infact, the decision of full bench of Supreme Court in the case of **High Court Bar Association, Allahabad** (supra) has categorically held that ad-interim/interim orders cannot be vacated automatically and the same have to be vacated after hearing the contesting parties on the available grounds. In the facts of the present case, these salutary principles as laid down in the case of **High Court Bar Association, Allahabad** (supra) have not been followed, and the impugned order has been passed without adjudicating the claims of the parties. The relevant paragraphs of the aforesaid decision are reproduced below-

"19. Interim order of stay can come to an end:

- (a) By disposal of the main case by the High Court, in which the interim order has been passed. The disposal can be either on merits or for default or other reasons such as the abatement of the case; or
- (b) by a judicial order vacating interim relief, passed after hearing the contesting parties on the available grounds, some of which we have already referred to by way of illustration.

20. Elementary principles of natural justice, which are well recognised in our jurisprudence, mandate that an order of vacating interim relief or modification of the interim relief is passed only after hearing all the affected parties. An order of vacating interim relief passed without hearing the beneficiary of the order is against the basic tenets of justice. Application of mind is an essential part of any decision-making process. Therefore, without application of mind, an order of interim stay cannot be vacated only on the ground of lapse of time when the litigant is not responsible for the delay. An interim order lawfully passed by a court after hearing all contesting parties is not rendered illegal only due to the long passage of time. Moreover, the directions issued in Asian Resurfacing- regarding automatic vacation of interim orders of stay passed by all High Courts are applicable, irrespective of the merits of individual cases. If a High Court concludes after hearing all the parties concerned that a case was made out for the grant of stay of proceedings of a civil or criminal case, the order of stay cannot stand automatically set aside on expiry of the period of six months only on the ground that the High Court could not hear the main case. If such an approach is adopted, it will be completely contrary to the concept of fairness. If an interim order is automatically vacated without any fault on the part of the litigant only because the High Court cannot hear the main case, the maxim "actus curiae neminem gravabit" will apply. No litigant should be allowed to suffer due to the fault of the court. If that happens, it is the bounden duty of the court to rectify its mistake.

21. In the subsequent clarification in Asian Resurfacing*, a direction has been issued to the trial courts to immediately fix a date for hearing after the expiry of the period of six months without waiting for any formal order of vacating stay passed by the High Court. This gives an unfair advantage to the respondent in the case before the High Court. Moreover, it adversely affects a litigant's right to the remedies under Articles 226 and 227 of the Constitution of India. Such orders virtually defeat the right of a litigant to seek and avail of statutory remedies such as revisions, appeals, and applications under Section 482 of the Code of Criminal Procedure, 1973 (for short "CrPC") as well as the remedies under the Code of Civil Procedure, 1908 (for short "CPC"). All interim orders of stay passed by all High Courts cannot be set at naught by a stroke of pen only on the ground of lapse of time.

....

44. At the same time, we cannot ignore that once the High Court stays a trial, it takes a very long time for the High Court to decide the main case. To avoid any prejudice to the opposite parties, while granting ex parte ad interim relief without hearing the affected parties, the High Courts should normally grant ad interim relief for a limited duration. After hearing the contesting parties, the Court may or may not confirm the earlier ad interim order. Ad interim relief, once granted, can be vacated or affirmed only after application of mind by the court concerned. Hence, the courts must give necessary priority to the hearing of the prayer for interim relief where ad interim relief has been granted. Though the High Court is not expected to record detailed reasons while dealing with the prayer for the grant of stay or interim relief, the order

must give sufficient indication of the application of mind to the relevant factors.

45. An interim order passed after hearing the contesting parties cannot be vacated by the High Court without giving sufficient opportunity of being heard to the party whose prayer for interim relief has been granted. Even if interim relief is granted after hearing both sides, as observed earlier, the aggrieved party is not precluded from applying for vacating the same on the available grounds. In such a case, the High Court must give necessary priority to the hearing of applications for vacating the stay, if the main case cannot be immediately taken up for hearing. Applications for vacating interim reliefs cannot be kept pending for an inordinately long time. The High Courts cannot take recourse to the easy option of directing that the same should be heard along with the main case. The same principles will apply where ad interim relief is granted. If an ad interim order continues for a long time, the affected party can always apply for vacating ad interim relief. The High Court is expected to take up even such applications on a priority basis. If an application for vacating ex parte ad interim relief is filed on the ground of suppression of facts, the same must be taken up at the earliest.

46. Hence, with greatest respect to the Bench which decided the case, we are unable to concur with the directions issued in paras 36 and 37 of the decision in *Asian Resurfacing**. We hold that there cannot be automatic vacation of stay granted by the High Court. We do not approve the direction issued to decide all the cases in which an interim stay has been granted on a day-to-day basis within a time-frame. We hold that such blanket directions cannot be issued in the exercise of the jurisdiction under Article 142 of the Constitution of India. We answer both the questions framed in para 7 above in the negative.

47. Subject to what we have held earlier, we summarise our main conclusions as follows:

47.1. A direction that all the interim orders of stay of proceedings passed by every High Court automatically expire only by reason of lapse of time cannot be issued in the exercise of the jurisdiction of this Court under Article 142 of the Constitution of India;

47.2. Important parameters for the exercise of the jurisdiction under Article 142 of the Constitution of India which are relevant for deciding the reference are as follows:

(i) The jurisdiction can be exercised to do complete justice between the parties before the Court. It cannot be exercised to nullify the benefits derived by a large number of litigants based on judicial orders validly passed in their favour who are not parties to the proceedings before this Court;

(ii) Article 142 does not empower this Court to ignore the substantive rights of the litigants;

(iii) While exercising the jurisdiction under Article 142 of the Constitution of India, this Court can always issue procedural directions to the courts for streamlining procedural aspects and ironing out the creases in the procedural laws to ensure expeditious and timely disposal of cases. However, while doing so, this Court cannot affect the substantive rights of those litigants who are not parties to the case before it. The right to be heard before an adverse order is passed is not a matter of procedure but a substantive right; and

(iv) The power of this Court under Article 142 cannot be exercised to defeat the principles of natural justice, which are an integral part of our jurisprudence.

47.3. Constitutional courts, in the ordinary course, should refrain from fixing a

time-bound schedule for the disposal of cases pending before any other courts. Constitutional courts may issue directions for the time-bound disposal of cases only in exceptional circumstances. The issue of prioritising the disposal of cases should be best left to the decision of the courts concerned where the cases are pending; and

47.4. While dealing with the prayers for the grant of interim relief, the High Courts should take into consideration the guidelines incorporated in paras 44 and 45 above.

48. We clarify that in the cases in which trials have been concluded as a result of the automatic vacation of stay based only on the decision in *Asian Resurfacing*, the orders of automatic vacation of stay shall remain valid.

(emphasis supplied)

23. I am further of the view that the reliance placed by Learned Counsel on behalf of the Appellant on the case of **Manohar Lal (dead) by LRS.** (supra) to contend that an action taken subsequent to passing of an interim order are a nullity are apposite to the facts of the case, inasmuch as, in the present case also the decisions of 17th August and 18th August 2026 appointing Mr. Noshir Paghdiwalla and Mr. H. Gautam to the post of District Grand Master and Grand Superintendent of the District Grand Chapter of India were taken inspite of the Respondent being well aware that the ad-interim relief granted protection to the Appellant. Such actions would therefore not be valid actions until the final adjudication of the rights of the parties take place either continuing or vacating the ad-interim protection in favour of the Appellant. The relevant paragraphs of the aforesaid decision are reproduced below:-

24. In *Mulraj v. Murti Raghunathji Maharaj*— this Court considered the effect of action taken subsequent to passing of an interim order in its disobedience and held that any action taken in disobedience of the order passed by the Court would be illegal. Subsequent action would be a nullity.

25. In *Surjit Singh v. Harbans Singh*¹⁵, this Court while dealing with the similar issue held as under : (SCC p. 52, para 4)

"4. ... In defiance of the restraint order, the alienation/assignment was made. If we were to let it go as such, it would defeat the ends of justice and the prevalent public policy. When the court intends a particular state of affairs to exist while it is in seisin of a lis, that state of affairs is not only required to be maintained, but it is presumed to exist till the court orders otherwise. The court, in these circumstances has the duty, as also the right, to treat the alienation/assignment as having not taken place at all for its purposes." | 26.

In All Bengal Excise Licensees' Assn. v. Raghendra Singh! this Court held as under : (SCC p. 387, para 28)

"28. ... a party to the litigation cannot be allowed to take an unfair advantage by committing breach of an interim order and escape the consequences thereof. ... the wrong perpetrated by the respondent contemnors in utter disregard of the order of the High Court should not be permitted to hold good."

27. In DDA V. Skipper Construction Co. (P) Ltd. this Court after making reference to many of the earlier judgments held : (SCC p. 636, para 18)

"18....'... on principle that those who defy a prohibition ought not to be able to claim that the fruits of their defiance are good, and not tainted by the illegality that produced them.*"

28. In Gurunath Manohar Pavaskar v. Nagesh Siddappa Navalgund & this Court while dealing with the similar issues held that even a court in exercise of its inherent jurisdiction under Section 151 of the Code of Civil Procedure, 1908, in the event of coming to the conclusion that a breach of an order of restraint had taken place, may bring back the parties to the same position as if the order of injunction has not been violated.

29. In view of the above, it is evident that any order passed by any authority in spite of the knowledge of the interim order of the court is of no consequence as it remains a nullity.

(emphasis supplied)

24. Considering the aforesaid facts and the settled position in law, I am of the considered view that the impugned order dated 19th August 2026 passed by City Civil Court holding that the ad-interim order dated 6th March 2026 operating in favour of the Appellant stood vacated was an incorrect order and passed without hearing the parties and rendered on a non-application of mind. The subsequent actions of the Respondent appointing Mr. Noshir Paghdiwalla and Mr. H. Gautam to the post of District Grand Master and Grand Superintendent of the District Grand Chapter of India by letters dated 17th August 2026 and 18th August 2026 are actions which could not be taken relying on the impugned order dated 19th August 2026. I therefore hold that the impugned order is not sustainable and consequently deserves to be quashed and set aside. Hence, I pass the following order:-

ORDER

- (i) The impugned order dated 19th August 2026 passed by the learned Civil Judge, City Civil Court, Mumbai in draft Notice of Motion in Suit no. 100749 of 2026 is quashed and set aside.
- (ii) The learned Civil Judge City Civil Court, Mumbai is directed to decide the pending Notice of Motion No. 102206 of 2026 in Suit no. 100749 of 2026 as expeditiously as possible and in accordance with law. No adjournment will be sought by the parties at the hearing of the aforesaid Notice of Motion. The learned Civil Judge, City Civil Court, Mumbai, to decide the pending suit as expeditiously as possible.
- (iii) The Appeal from Order stands allowed in the aforesaid terms. No costs.
- (iv) Interim Applications do not survive and stand disposed of.

(AARTI SATHE, J.)